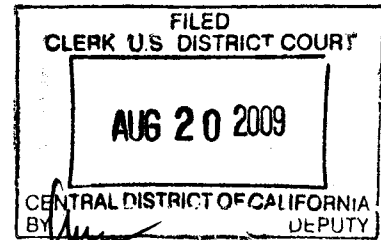


ORIGINAL

James H. Berry, Jr. (State Bar No. 075834)  
 Kevin R. Lussier (State Bar No. 143821)  
 BERRY & LUSSIER  
 A Professional Corporation  
 2049 Century Park East, Suite 950  
 Los Angeles, California 90067-3134  
 Telephone: (310) 557-8989  
 Facsimile: (310) 788-0080  
 jberry@berryperkins.com  
 klussier@berryperkins.com



Attorneys for Plaintiff CHANEL, INC.

*Closed 6/25/09*

THE UNITED STATES DISTRICT COURT  
 FOR THE CENTRAL DISTRICT OF CALIFORNIA

CHANEL, INC., a New York  
 corporation,

Case No. SACV 08-0630-AG (ANx)

Plaintiff,

**~~PROPOSED~~ JUDGMENT AND  
 PERMANENT INJUNCTION**

vs.

YING LUNG CHENG a/k/a  
 LAWRENCE CHENG a/k/a  
 LAURENCE CHENG a/k/a  
 LAURANCE CHENG, JENNY  
 CHENG, SEAN ZHOU and NEVIN  
 GARRISON, individually, and  
 jointly, d/b/a JGOODIN.COM d/b/a  
 LEGACY DESIGN d/b/a JGI NEW  
 YORK; and J. GOOD-IN, INC., a  
 California corporation, d/b/a  
 JGOODIN.COM d/b/a LEGACY  
 DESIGN d/b/a JGI NEW YORK and  
 DOES 1-10,

Defendant(s).

Whereas Plaintiff, Chanel, Inc. ("Plaintiff") and Defendants Ying Lung  
 Cheng a/k/a Lawrence Cheng a/k/a Laurence Cheng a/k/a Laurance Cheng, Jenny  
 Cheng, Nevin Garrison, individually and jointly, d/b/a JGoodin.com d/b/a Legacy  
 Design d/b/a JGI New York; and J. Good-in, Inc., a California corporation, d/b/a  
 JGoodin.com d/b/a Legacy Design d/b/a JGI New York (the "JGoodin

Defendants”), have stipulated to entry of the following Judgment and Permanent Injunction and have agreed to a compromise and settlement of this action and all claims, defenses, and counterclaims that were or could have been raised herein:

IT IS HEREBY, ORDERED, ADJUDGED AND DECREED THAT:

1. The Court enters Judgment on the Complaint in favor of Plaintiff and against the JGoodin Defendants and enters a permanent injunction as follows:

The JGoodin Defendants and their respective officers, agents, servants, employees and attorneys, ~~and all persons~~ <sup>improper,</sup> in active concert and participation with them are hereby permanently enjoined from:

- A. manufacturing or causing to be manufactured, importing, advertising, or promoting, distributing, selling or offering to sell counterfeit and infringing goods bearing the Chanel Marks;
- B. using the Chanel Marks in connection with the sale of any unauthorized goods;
- C. using any logo, and/or layout which may be calculated to falsely advertise the services or products of the JGoodin Defendants as being sponsored by, authorized by, endorsed by, or in any way associated with the Plaintiff;
- D. falsely representing themselves as being connected with the Plaintiff, through sponsorship or association;
- E. engaging in any act which is likely to falsely cause members of the trade and/or of the purchasing public to believe any goods or services of the JGoodin Defendants, are in any way endorsed by, approved by, and/or associated with the Plaintiff;
- F. using any reproduction, counterfeit, copy, or colorable imitation of the Chanel Marks in connection with the publicity, promotion, sale, or advertising of any goods sold by the JGoodin

1 Defendants, including, without limitation, costume jewelry and  
2 jewelry products;

3 G. affixing, applying, annexing or using in connection with the sale  
4 of any goods, a false description or representation, including  
5 words or other symbols tending to falsely describe or represent  
6 the JGoodin Defendants' goods as being those of the Plaintiff, or  
7 in any way endorsed by the Plaintiff;

8 H. secreting, destroying, altering, removing, or otherwise dealing  
9 with the unauthorized products or any books or records which  
10 contain any information relating to the importing,  
11 manufacturing, producing, distributing, circulating, selling,  
12 marketing, offering for sale, advertising, promoting, renting or  
13 displaying of all unauthorized products which infringe the  
14 Chanel Marks; and

15 I. effecting assignments or transfers, forming new entities or  
16 associations or utilizing any other device for the purpose of  
17 circumventing or otherwise avoiding the prohibitions set forth in  
18 subparagraphs (A) through (H).

19 2. Plaintiff shall have the right to seek sanctions for contempt,  
20 compensatory damages, injunctive relief, attorneys' fees, costs, and such other  
21 relief deemed proper in the event of a violation or failure to comply with any of the  
22 provisions hereof. The prevailing party in any such proceeding shall be entitled to  
23 recover its attorneys' fees and costs.

24 3. Except as expressly set forth above, Plaintiff shall take nothing by way  
25 of the Complaint, and all claims in the Complaint are dismissed with prejudice.

26 4. The parties' respective attorney's fees and costs incurred in connection  
27 with this action shall be borne as per the agreement of the individual parties in their  
28 Settlement Agreement.

1           5.     This Court will retain continuing jurisdiction over this cause to enforce  
2 the terms of this Consent Final Judgment and the Settlement Agreement between  
3 the parties.

4           6.     All counterfeit Chanel branded products currently in the possession,  
5 custody and/or control of the JGoodin Defendants shall be surrendered to Plaintiff,  
6 through its counsel.

7  
8  
9 Dated: AUG 20, 2009

  
Honorable Andrew J. Guilford  
UNITED STATES DISTRICT JUDGE